

Term Contract No. 475E

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	475E	Medical Supplies
Effective Dates	September 1, 2011 to November 30, 2012	
NC Bid Number	201200479	
MMCAP Bid Number	MMCAP CONTRACT RELEASE: M-487(5) (Minnesota Multistate Contracting Alliance For Pharmacy)	
Administrator	Marilyn Wall CPPB	
Phone	(919) 807-4529	
Fax	(919) 807-4509	
E-Mail	marilyn.wall@doa.nc.gov	
Last Updated	May 30, 2012	

1. General Information

This is a Medical Supply contract with the State of Minnesota. This contract reflects an authorized acquisition with a cooperative purchasing project with another governmental entity per the N.C. Administrative Code, Section 5B.1513.

North Carolina Eprocurement (Buyer Login Side): Products and Prices are loaded into the Eprocurement System for convenient of ordering for the North Carolina State Agencies. The product pricing in the Eprocurement System include the 1.75% Fee.

2. **Scope:** This Contract is to provide medical supplies to State agencies, CPV members and MMCAP participants.
3. **Contract Users:** This Contract is available to State agencies, members of the State's Cooperative Purchasing Venture (CPV) program, and Minnesota Multistate Contract Alliance for Pharmacy (MMCAP) members at the same prices, terms, and conditions.

New Website For MMCAP

MMCAP has upgraded their website, the website address will not change (<http://www.MMCAP.org>) and the content within the website will remain the same. The differences will be a new secure access minimizing the number of access codes and login prompts. There is a new look and feel (general appearance and operation) to the site that has been tested and approved by the MMCAP Advisory Board and your MMCAP State Contacts. Your username structure will be as detailed below:

User	Username	Initial Password
MMCAP Contact	Use your MMCAP facility ID number	password1

When you login initially **please change your password**. Passwords will require 6 characters including a numeric value, **See the attached document describing the password change process below.**

Once logged in the 'role' assigned to your username will allow you to access the secure log-in area of the website. The information you see will pertain to the role given to your username when you log in. This role based security will allow the user to gain further access to the program documents and information based on the programs your facility is currently participating in. This role based security is a result of the membership requests for single sign-on access. To discuss access and review of roles assigned to a user name simply contact MMCAP.

Term Contract No. 475E

Due to your role as an MMCAP Contact you have broad access to the site. If you believe that something you expect to see is not available please let us know. We have fixed all of the identified issues with the site but if you should find anything that needs to be addressed please let us know. Please report any inconsistencies or issues that you may encounter so that we have the issues documented and identified for resolution.

Should you need us please feel free to contact us via email or phone (contact Email: mn.multistate@state.mn.us or Phone: 651.201.2420) for assistance.

- 1) Once you have logged into the site by clicking on the Log In link in the upper right hand corner. Enter the username and password.
- 2) Once you are logged into the site, click on the change password link in the upper right hand corner of the website. You will be asked to enter your old password as well as entering a new password (twice). Remember your password must be at least six characters in length and must include at least one number.

New Members: (MMCAP Application) For new members click on the following link to download and complete a MMCAP application.

<http://www.mmd.admin.state.mn.us/MMCAP/background/NewMemberInfo.aspx>

Complete the MMCAP application and fax it to Purchase And Contract for approval.

Attention Marilyn Wall, Fax number 919-807-4509.

NC Eprocurement(Buyer Login): Products and Prices are loaded into the Eprocurement System for convenient of ordering for the North Carolina State Agencies. The prices in the Eprocurement System include the 1.75% Fee.

Current Members: How to access the price lists

- a) MMCAP Website: <http://www.mmcap.org/>
- b) Click on Catalog (http://www.mmcap.org/loginpage_mmcap.htm)
- c) Key in User ID and Password

User ID:	<input type="text"/>	Password:	<input type="text"/>
<input type="button" value="Login"/>		<input type="button" value="Reset"/>	

- d) Click on **Actual Vendor Contract Documents**

e) **Key in Access Code:**

Log in

f) On Contract Documents Page scroll down to Medical Supplies Contract Documents

Medical Supplies Contract Documents And Product Listing
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Click on the link beside each Vendor to view the product listing. <u>Contract Pricing</u> can be viewed in the NC Eprocurement System (Buyer side) or view via the MMCAP website. See paragraph # 5 CONTRACT PRICING below.

McKesson	M-487 (5)		
McKesson Price List Effective 07/01/10 – 5-31-2012		Product Listing	http://www.doa.nc.gov/pandc/documents/TC475EMcKessonData.xls
Physician Sales and Service (PSS)	M-487 (5)		
PSS Manufacturer Discount List (XLS)			
PSS Branch Listing (DOC)			
PSS Price List (XLS) Effective 07/1/10 - 5-31-12		Product Listing	http://www.doa.nc.gov/pandc/documents/TC475EPhysicianSalesService.xls

The North Carolina Division of Purchase And Contract have the current active contracts that may have some overlapping products, but should be used first. Refer to the MMCAP Medical contracts for products not found on the NC Contracts.
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465B External Defibrillators	470A Wheelchairs And Scooters	475A First Aid and Infection Control
475B Surgical Dressings	475F Blood Collection Tubes, Needles and Syringes	898A X-Ray, Film, Chemicals And Related Items

4. Contract Information:

Admin Minnesota Materials Management Division

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996 Persons with a hearing or speech disability may contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: M-487(5)

DATE: JULY 14, 2011

PRODUCT/SERVICE: MEDICAL SUPPLIES, SERVICES AND BARCODE EQUIPMENT

CONTRACT PERIOD: APRIL 1, 2004, TO NOVEMBER 30, 2011

EXTENSION OPTIONS: NONE

MMCAP CONTACT: JAMES LOSINSKI

PHONE: 651.201.2440 **E-MAIL:** James.Losinski@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

5. CONTRACT PRICING

All prices are located at www.mmcap.org. Customers will need an access code to view the price lists. If you do not have an access code, contact James Losinski at 651.201.2440

A) 1.75% North Carolina Eprocurement Fee should be added to all line item pricing on the MMCAP Vendor Price Lists for PSS and McKesson.

B) For Agencies using the North Carolina Eprocurement System, the line item pricing loaded in the System has been changed to reflect the additional 1.75% Eprocurement Fee.

C) Contractors:

CONTRACT VENDOR (1)	ADDRESS	PHONE, FAX
MCKESSON MEDICAL-SURGICAL MINNESOTA SUPPLY INC	8121 10th Ave North Golden Valley, MN 55427	Phone: 800.328.8111 option 1 Fax: 800.237.9766
Customer Service	Therese Mugge	
Email Orders and Information:		government.sales@mckesson.com
Corporate Contact	Catherine Glad	Phone: 800-328-8111 ext. 56923 catherine.glad@mckesson.com
Terms	Net 30	
Delivery	3 Days ARO FOB Destination	
MMCAP Contract Number	432345	

CONTRACT VENDOR (2)	ADDRESS	PHONE, FAX
PHYSICIANS SALES & SERVICE (PSS)	1816 West Pointe Drive, Suite B Charlotte, NC 28214	Phone (800)-874-2240 Phone: 704-916-3800 Fax: 704-916-3995 www.mypssd.com
Customer Service	Matt Koziuk@pssd.com	mkoziuk@pssd.com
Sales Leader	Lindsey Romanczuk	lromanczuk@pssd.com
Sales Leader	Jerry Marrow	jmarrow@pssd.com
Corporate Address	PSS World Medical 4345 Southpoint Blvd, Jacksonville, FL 32216	Phone: 904-332-3011 Fax: 860.767.9453
Corporate Contact	Carlito Iglesias	ciglesias@pssd.com
Terms	Net 30	
Delivery	1-3 Days ARO FOB Destination	
MMCAP Contract Number	432345	

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above.

ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. Minnesota State agencies should use a contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. CPV and MMCAP members should use their own ordering procedures. MMCAP members are to contact the local customer service number in their area.

SPECIAL TERMS AND CONDITIONS

PRICES. Prices are firm through the first year. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

DELIVERY. Same day if ordered by 10:30 a.m. within 100 miles of a distribution facility, otherwise next day.

PRODUCT SUBSTITUTION. Distributor will not in any way cause, condone, or encourage the purchase substitution of an MMCAP facility-ordered product without the approval of the ordering MMCAP facility.

CUSTOMER SERVICE. Distributor has a customer service department at a toll-free number available to all MMCAP facilities for stock checks, product, or general information requests.

DEFAULT OF VENDOR. If an MMCAP facility has an immediate need for a product that distributor is unable to supply, the facility may buy an identical product on the open market. If the inability to supply exceeds 10 working days and is the fault of distributor, the MMCAP facility will deduct any excess cost resulting from an open market purchase as a credit from distributor's invoice. Note: It is distributor's responsibility to demonstrate that a backorder is the fault of the manufacturer and not distributor. Distributor may substitute with the MMCAP facility's permission.

UNIFORMITY OF OFFER. The Contract is not a limitation of distributor's ability to offer special discounts for periodic high-volume and equipment purchases.

PURCHASE ORDER NUMBER ASSIGNMENT. Ordering systems will allow for the input of an individual purchase order number, assigned by the MMCAP facility, for each order submitted.

TOLL-FREE ORDER TRANSMISSION. Distributor will provide toll-free order transmission service to all MMCAP facilities.

ADDITIONAL SERVICES. Distributor will make all services and products not mentioned in the RFP that are available to general customers, available to all MMCAP facilities.

DELIVERY REFUSALS. Distributor will at no time refuse to deliver to any MMCAP facility without notification to the MMCAP Office.

SPECIAL HANDLING. Distributor will provide all legally required documentation and special handling/packaging for transport of hazardous materials from Distributor to the using MMCAP facility.

DELIVERY SITES. Distributor will deliver to a single mutually agreeable site at each MMCAP facility. Upon the majority agreement of the MMCAP facility, MMCAP Office, and Distributor additional delivery sites may be added at an MMCAP facility.

CONTRACT CHANGES. Distributor can not make changes to the Contract with regard to price, manufacturer, or product without written approval from the MMCAP Office. Distributor will enter MMCAP Contract changes (additions, deletions, price changes, etc.) into the ordering system software of all distribution centers within 10 business days of the receipt of the MMCAP documents listing the products changes.

REMOVAL OF PRODUCTS. Distributor will not remove any MMCAP product from its ordering system without notifying the MMCAP Office in writing and receiving MMCAP approval in writing.

MAINTENANCE SERVICE LEVEL. Excluded from the service level calculations are items backordered or otherwise unavailable from the manufacturer, items not normally stocked by the responsible distribution center, partially filled lines (greater than 50 percent of the quantity ordered) which are reordered and completely filled within two days, and documented order-filling errors. Distributor will supply maintenance service level information upon the request of the MMCAP Office or MMCAP facilities.

Term Contract No. 475E

Contract Release M-487(5)

ADMINISTRATIVE FEE CREDIT. Distributor will pay an administrative fee on all purchases (minus any credits) by MMCAP facilities. Distributor will submit a summary of all business transacted quarterly under the Contract, along with a check payable to the State of Minnesota Cooperative Purchasing Venture Revolving Fund for an amount equal to 0.5 percent of MMCAP total invoice sales to the MMCAP office. The administrative fee will be paid within 45 days after the end of each quarter.

MANUFACTURER CONTRACTS. MMCAP reserves the right to negotiate or contract with manufacturers to establish pricing for products. In the event this occurs, Distributor will supply the products to MMCAP facilities and the final acquisition cost will be no greater than the established MMCAP manufacturer negotiated or contracted price, plus the Distributor contracted service fee.

FEES/PRICING

SERVICE FEE. There are no service fees allowed by either Contract Vendor.

PRODUCTS. Distributor will provide products at the prices established. Prices changes will be sent to State Contacts and posted on the MMCAP as they occur. The list of products may change to accommodate the needs of MMCAP facilities. (Product/Price lists include all service fees.)

GENERAL DISCOUNT. Distributors have provided a discount for all manufacturers. For all manufacturers not listed in the contract file the general discount is 5 percent for PSS and 10 percent for McKesson off MSRP (See manufacturer discount list) the service fee is included in all discounts offered. (Updated annually for catalog year.)

SERVICES/PARTS. PSS has provided a list of all other available services (e.g., equipment repair and calibration, JACHO, CEU credits, product training, etc.). The hourly rate for labor is \$95.00; the discount for parts is 10 percent.

BARCODE. SmartScan Bar codes to be used with www.MyPSS.com is available for a one time charge of \$200.00 for SmartScan starter kit (includes one scanner) Additional or replacement scanners if needed are \$150.00

CUSTOMER SERVICE. A Distributor representative will closely monitor the start-up phase of the Contract and provide visits to each MMCAP facility as required. Training will be provided to MMCAP facility personnel on the use of the Contract, ordering procedures, management report usage, and any other in-service education programs determined necessary by the MMCAP facility.

Distributor will assign a contact person for MMCAP Office staff relating to the Contract.

Distributor will assign a contact person for MMCAP facilities at each distribution center. The contact person will be at a management/administrative level and have the responsibility, experience, knowledge, and authority to respond to questions and solve operational problems presented by the MMCAP facilities. The contact person's office will be in the distribution center and be readily accessible to MMCAP facilities via toll-free phone line, fax, or e-mail during the business day. The contact person will respond to any question, problem, request, etc., on the same working day it is presented.

Distributor will have knowledgeable customer service representatives who will make on-site visits on a schedule established or requested by the individual MMCAP facilities.

ORDER PLACEMENT. Distributor will provide an ordering system/method to each MMCAP facility that allows the option to quickly and accurately order products within the current and future technological capabilities of that facility. The status of each order will be sent to each MMCAP facility on the day the order is placed. The line sequence of such status will match the line sequence of the MMCAP facility's purchase order.

Contract Release M-487(5)

DELIVERY. Distributor has sufficient distribution centers to assure prompt and effective delivery of standard and emergency product deliveries to all MMCAP facilities regardless of location and volume.

Distributor will provide a daily order and delivery schedule (Monday through Friday). At a minimum, Distributor will deliver complete orders the next business day. The ordering and delivery schedules will provide late in the day order submission and next-day delivery. A same-day delivery option may be available.

Distributor will establish an emergency ordering procedure that the MMCAP facility can utilize to secure hospital and medical supplies by the most expeditious means available. Distributor provides a 24-hour a day, seven day a week, toll-free telephone number to be used to initiate an emergency order. Customer will be responsible for any special shipping charges when requested by the end user, for example overnight or 2ndDay UPS. Distributor will notify the customer before these charges are incurred. Emergency delivery requiring same day delivery requested by the customer will be charged actual freight incurred by the carrier. WE DO NOT PAY FOR Distributor FAILURE TO STOCK NORMALLY ORDERED ITEMS.

MMCAP REPORTS. Usage Reports are available at the contract distributor local branch for the end user upon request. Quarterly reports are sent to MMCAP office.

INVENTORY MANAGEMENT. Distributor will provide an inventory of contracted products sufficient to meet the needs of the MMCAP facilities from the beginning of the contracting period.

In the event a distribution center is out of stock of an MMCAP-contracted product, Distributor will supply the requested product by the most expeditious means possible.

Distributor will supply only products having a shelf life of greater than six months unless the unique properties of a particular product require shorter dating or upon the approval of the MMCAP facility.

MCKESSON RETURN GOODS POLICY:

1. Returned products must be in saleable condition, be in original package, in full sale unit of measure and product must not be defaced, i.e., handwriting. Products returned after 60 days and up to one year after sale will be assessed a 20% restocking fee. Return freight charges will be deducted from the credit amount, except in cases of McKesson's error. Special orders may not be returned for credit.
2. There are no restocking fees imposed for Vendor errors, but McKesson reserves the right to charge a shipping fee for those products refused by customers returned due to customer order error
3. McKesson will make every effort to contact customers that have ordered an item that is recalled by the manufacturer. A return will be issued and the item will be picked up as quickly as possible or at the next scheduled delivery day.
4. Products found to be defective the item will be picked up as quickly as possible or at the next delivery day.
5. Products damaged in transit and/or refused by MMCAP facility, McKesson will replace the item as quickly as possible and deliver with the next scheduled standard delivery. Emergency replacements can be requested and will be determined by McKesson and MMCAP facility.
6. Credits for returned products will be reflected on the next business cycle from the date the product is received back by McKesson. MMCAP facilities may determine on which charges to apply the credits.
7. Whenever possible a McKesson fleet truck will pick up returns. Some pick ups are scheduled by common carrier, such as UPS, and are subject to their procedures and policies.

Contract Release M-487(5)

PSS RETURN GOODS POLICY:

1. All returns must be picked up within five working days of notification by the MMCAP facility or at the next delivery, whichever is sooner. Notification is defined as verbal notification, written notification or by electronic means.
2. No restocking charges will be imposed on the return of wrong product, ordered in error and short dating orders.
3. Recalled products: pickup will be within five working days from the date of notification or at the next delivery, whichever is sooner, or as specified in the recall notice.
4. Defective products: pickup will be within five working days from notification of the defect or at the next delivery, whichever is sooner.
5. Damaged products refused on receipt of delivery: the MMCAP facility will notify Distributor of the damaged product. Distributor will replace the damaged product within 24 hours, upon reorder by the MMCAP facility.
6. All credits will be issued within 10 working days of the return of the goods. MMCAP reserves the right to deduct from the invoice all credits that were not issued 10 working days after the return of the goods.
7. Distributor offers instant credits. When a product is returned to the Distributor driver, he or she issues a credit voucher immediately to the purchaser. The information, as well as the product, is processed the same day to credit the account.
8. Return Policy on special order items includes a fee equal to the manufacturers restocking charge.

6. Addendums:

1	Sept 29, 2011	MMCAP has upgraded their website.
2	November 4, 2011	MMCAP has extended the contract through May 31, 2012
3	November 4, 2011	1.75% North Carolina Eprocurement Fee will be added to all line item pricing on the MMCAP Vendor Price Lists for PSS and McKesson.
4	January 18, 2012	Links to the MMCAP Vendor Product Lists for PSS and McKesson has been added to the contract.
5	February 3, 2012	Products loaded in Eprocurement.
6.	May 31, 2012	MMCAP has extended the contract through Nov 30, 2012.